



# Commonwealth of Kentucky

## MASTER AGREEMENT

### IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

|   |                                    |  |  |
|---|------------------------------------|--|--|
| <b>Doc Description:</b> Outdoor Power Equipment (Chain saws, Weed Trimmers etc) |                                    |  |  |
| <b>Doc ID No:</b> MA 605 1300001247 4   |                                    | <b>Proc Folder:</b> 2865743            |  |
| <b>Procurement Type:</b> Standard Goods   |                                    |  |  |
| <b>Effective Date:</b> 2013-06-19   | <b>Expiration Date:</b> 2014-06-30 | <b>Not To Exceed Amount</b>            |  |
| <b>Administered By:</b> Melissa Rigney  |                                    | <b>Cited Authority:</b> FAP111-35-00-G |  |
| <b>Telephone:</b> 502-564-4556  |                                    | <b>Issued By:</b> LINDA SHINN          |  |

**Reason For Modification:** To add like item line #21 and line #22 for Wraparound Chaps at \$83.99 each. All parties are in agreement.

|                            |                       |    |       |
|----------------------------|-----------------------|----|-------|
| V<br>E<br>N<br>D<br>O<br>R | BRYAN EQUIPMENT SALES |    |       |
|                            | 457 WARDS CORNER RD   |    |       |
|                            | LOVELAND              | OH | 45140 |
|                            | US                    |    |       |

| Line | CL Description                 | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|--------------------------------|---------------|----------|------------|------------|--------------|-------------|
| 1    | Chainsaw 14" Bar<br>Top Handle | 2             | 0.00     | EA         | 255.96000  | 0.00         | 0.00        |

### Extended Description

A copy of all KY Stihl Servicing Dealers by County Name is attached to the header.

Vendor Rep: Jim Spangler  
Vendor PH: 513-248-2000  
Vendor Email: jims@bryanequipment.com

Engine displacement 30 cc minimum

Engine power 1.7 bhp minimum

Weight (power head only) 7.5 lbs maximum

Fuel capacity 9 oz minimum

Oil capacity 5.7 oz minimum

Must have an inertia chain brake and a 2 ring piston

To be Stihl MS 192 TCE-14"

| Line | CL Description   | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|------------------|---------------|----------|------------|------------|--------------|-------------|
| 2    | Chainsaw 18" Bar | 2             | 0.00     | EA         | 279.72000  | 0.00         | 0.00        |

### Extended Description

Engine displacement 45 cc min

Extended Description

Engine power 2.8 bhp minimum

Weight (power head only) 11 lbs maximum

Fuel capacity 12 oz minimum

Oil capacity 6 oz minimum

Must have an inertia chain brake and a 2 ring piston

To be Stihl MS 251-18"

| Line | CL Description   | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|------------------|---------------|----------|------------|------------|--------------|-------------|
| 3    | Chainsaw 20" Bar | 2             | 0.00     | EA         | 447.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 59.8 cc min

Engine power 4.4 bhp minimum

Weight (power head only) 14 lbs maximum

Fuel capacity 20 oz minimum

Oil capacity 11.2 oz minimum

Must have an inertia chain brake and a 2 ring piston

To be Stihl MS 391-20"

| Line | CL Description   | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|------------------|---------------|----------|------------|------------|--------------|-------------|
| 4    | Chainsaw 24" Bar | 2             | 0.00     | EA         | 895.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 94 cc min

Engine power 7.1 bhp minimum

Weight (power head only) 17.4 lbs maximum

Fuel capacity 27.8 oz minimum

Oil capacity 12 oz minimum

Must have an inertia chain brake and a 2 ring piston

To be Stihl MS 660-24"

| Line | CL Description             | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|----------------------------|---------------|----------|------------|------------|--------------|-------------|
| 5    | Weed Trimmer w/Loop Handle | 2             | 0.00     | EA         | 183.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 27 cc min

Extended Description

Engine power 1.1 bhp minimum

Weight w/o cutting attachment 11.9 lbs maximum

Fuel capacity 11 oz minimum

Must have 2 ring piston and cable drive shaft

To be Stihl FS 56 RCE

| Line | CL Description                           | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|--|---------------|----------|------------|------------|--------------|-------------|
| 6    | Weed Trimmer Brush Cutter w/Bike Handles | 2             | 0.00     | EA         | 319.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 24.5 cc min

Engine power 1.2 bhp minimum

Weight w/o cutting attachment 12.8 lbs maximum

Fuel capacity 16.9 oz minimum

Must have a 2 ring piston and solid steel shaft

To be Stihl FS 110

| Line | CL Description | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|----------------|---------------|----------|------------|------------|--------------|-------------|
| 7    | Leaf Blower    | 2             | 0.00     | EA         | 191.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 27 cc min

Engine power 1.1 bhp minimum

Fuel capacity 14.5 oz minimum

Air velocity w/flat nozzle 170 mph minimum

Air volume w/flat nozzle 320 cfm minimum

Noise level 92 db (a) maximum

Weight 9.5 lbs maximum

Must have a 2 ring piston and be furnished w/flat and round nozzles

To be Stihl BG 86

| Line | CL Description        | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|-----------------------|---------------|----------|------------|------------|--------------|-------------|
| 8    | Back Pack Leaf Blower | 2             | 0.00     | EA         | 343.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 63 cc min

Extended Description

Engine power 3.8 bhp minimum

Weight 22 lbs maximum

Fuel capacity 57 oz minimum

Air volume w/tube 450 cfm minimum

Air velocity 180 mph minimum

Noise level 100 db (a) maximum

Must have a 2 ring piston

To be Stihl BR 430

| Line | CL Description   | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|------------------|---------------|----------|------------|------------|--------------|-------------|
| 9    | Pole Saw 12" Bar | 2             | 0.00     | EA         | 479.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 24.5 cc min

Engine power 1.2 bhp minimum

Weight (w/cutting attachment) 16.5 lbs maximum

Fuel capacity 16.9 oz minimum

Chain oil capacity 7 oz minimum

Shaft length 7' 6" to 11' 6"

Must have a 2 ring piston

To be Stihl HT 101

| Line | CL Description | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|----------------|---------------|----------|------------|------------|--------------|-------------|
| 10   | Cut Off Saw    | 2             | 0.00     | EA         | 839.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 66 cc min

Engine power 4.4 bhp minimum

Weight 21.5 lbs maximum

Fuel capacity 24 oz minimum

Wheel size 14"

Must have a 2 ring piston

To be Stihl TS 420

| Line | CL Description | Delivery Days | Quantity | Unit Issue | Unit Price  | Contract Amt | Total Price |
|------|----------------|---------------|----------|------------|-------------|--------------|-------------|
| 11   | Cut Off Saw    | 2             | 0.00     | EA         | 1,063.96000 | 0.00         | 0.00        |

Extended Description

Engine displacement 93.6 cc min

Engine power 6.5 bhp minimum

Weight 26 lbs maximum

Fuel capacity 33.6 oz minimum

Wheel size 14"

To be Stihl TS 700

| Line | CL Description      | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|---------------------|---------------|----------|------------|------------|--------------|-------------|
| 12   | Chain Saw Chaps 32" | 2             | 0.00     | EA         | 71.99000   | 0.00         | 0.00        |

Extended Description

Chaps shall have an outer layer of Codura Nylon over a minimum of 6 layers of Engtex cut resistant material, be orange in color and have a cargo pouch.

The chaps shall be machine washable.

The waist shall be adjustable from 30 to 42"

The chaps shall provide 180 degrees of protection across the front of each leg and cover the operator from the waist to the top of the feet.

The length of the chaps will be measured from the waist belt to the bottom of the leg for all sizes.

To be Stihl Chain saw chaps 32 inch

| Line | CL Description      | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|---------------------|---------------|----------|------------|------------|--------------|-------------|
| 13   | Chain Saw Chaps 36" | 2             | 0.00     | EA         | 71.99000   | 0.00         | 0.00        |

Extended Description

Chaps shall have an outer layer of Codura Nylon over a minimum of 6 layers of Engtex cut resistant material, be orange in color and have a cargo pouch.

The chaps shall be machine washable.

The waist shall be adjustable from 30 to 42"

The chaps shall provide 180 degrees of protection across the front of each leg and cover the operator from the waist to the top of the feet.

The length of the chaps will be measured from the waist belt to the bottom of the leg for all sizes.

To be Stihl Chain saw chaps 36 inch

| Line | CL Description      | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|---------------------|---------------|----------|------------|------------|--------------|-------------|
| 14   | Chain Saw Chaps 40" | 2             | 0.00     | EA         | 71.99000   | 0.00         | 0.00        |

Extended Description

Chaps shall have an outer layer of Codura Nylon over a minimum of 6 layers of Engtex cut resistant material, be orange in color and have a cargo pouch.

Extended Description

The chaps shall be machine washable.

The waist shall be adjustable from 30 to 42"

The chaps shall provide 180 degrees of protection across the front of each leg and cover the operator from the waist to the top of the feet.

The length of the chaps will be measured from the waist belt to the bottom of the leg for all sizes.

To be Stihl Chain saw chaps 40 inch

| Line | CL Description          | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|-------------------------|---------------|----------|------------|------------|--------------|-------------|
| 15   | Chain Saw Helmet System | 2             | 0.00     | EA         | 51.99000   | 0.00         | 0.00        |

Extended Description

Hard hat with ABS thermoplastic shell

6 point ratchet style suspension system

Visor with durable mesh metal full face screen

Must meet Ansi requirment for ear muffs S3.19-1974 and have a noise reduction rating of 25 dB(A), ANSI Z89.1-2003 Type 1 Class G and C.

To be Stihl Chain saw Helmet system

| Line | CL Description                          | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|---|---------------|----------|------------|------------|--------------|-------------|
| 16   | Weed Trimmer Brush Cutter w/Loop Handle | 2             | 0.00     | EA         | 279.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 24.5 cc min

Engine power 1.2 bhp minimum

Weight w/o cutting attachment 13.1 lbs maximum

Fuel capacity 16.9 oz minimum

Must have a 2 ring piston and solid steel shaft

To be Stihl FS 110R

| Line | CL Description                          | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|---|---------------|----------|------------|------------|--------------|-------------|
| 17   | Weed Trimmer Brush Cutter w/Bike Handle | 2             | 0.00     | EA         | 351.96000  | 0.00         | 0.00        |

Extended Description

Engine displacement 34.6 cc min

Engine power 1.9 bhp minimum

Weight w/o cutting attachment 15.4 lbs maximum

Fuel capacity 18 oz minimum

Extended Description

Must have a 2 ring piston and solid steel shaft

To be Stihl FS 130

| Line | CL Description                              | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|---|---------------|----------|------------|------------|--------------|-------------|
| 18   | Weed Trimmer/Brush Cutter with Bike Handles | 2             | 0.00     | EA         | 479.96000  | 0.00         | 0.00        |

Extended Description

FS240 Bike handled trimmer 37.7cc, 2.3bhp, 15.4#

To be Stihl FS240

| Line | CL Description | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|----------------|---------------|----------|------------|------------|--------------|-------------|
| 19   | Pole Saw       | 2             | 0.00     | EA         | 519.96000  | 0.00         | 0.00        |

Extended Description

HT131 pole pruner 36.3cc, 1.9bhp, 17.2# reach 7 foot 6inches-11 foot 6 inches

To be Stihl HT131

| Line | CL Description            | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|---------------------------|---------------|----------|------------|------------|--------------|-------------|
| 20   | Chainsaw 18" Professional | 2             | 0.00     | EA         | 495.96000  | 0.00         | 0.00        |

Extended Description

MS261CM -18 inch professional chain saw 50.2cc, 3.75bhp, 11.6#

To be Stihl MS261CM - 18 inch

| Line | CL Description                  | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|---------------------------------|---------------|----------|------------|------------|--------------|-------------|
| 21   | Protective Wraparound Chaps 36" | 2             | 0.00     | EA         | 83.99000   | 0.00         | 0.00        |

Extended Description

Chaps shall have an outer layer of Codura Nylon over a minimum of 6 layers of Engtex cut resistant material, be orange in color and have a cargo pouch.

The chaps shall be machine washable.

The waist shall be adjustable from 30 to 42"

The chaps shall provide 180 degrees of protection across the front of each leg and cover the operator from the waist to the top of the feet.

The length of the chaps will be measured from the waist belt to the bottom of the leg for all sizes.

To be Stihl Chain saw wraparound chaps 36 inch part number 0000 886 3204

| Line | CL Description                  | Delivery Days | Quantity | Unit Issue | Unit Price | Contract Amt | Total Price |
|------|---------------------------------|---------------|----------|------------|------------|--------------|-------------|
| 22   | Protective Wraparound Chaps 40" | 2             | 0.00     | EA         | 83.99000   | 0.00         | 0.00        |

Extended Description

Chaps shall have an outer layer of Codura Nylon over a minimum of 6 layers of Engtex cut resistant material, be orange in color and have a cargo pouch.

Extended Description

The chaps shall be machine washable.

The waist shall be adjustable from 30 to 42"

The chaps shall provide 180 degrees of protection across the front of each leg and cover the operator from the waist to the top of the feet.

The length of the chaps will be measured from the waist belt to the bottom of the leg for all sizes.

To be Stihl Chain saw wraparound chaps 40 inch part number 0000 886 3205

|                     |      |
|---------------------|------|
| Total Order Amount: | 0.00 |
|---------------------|------|



|            |                                |   |                         |
|------------|--------------------------------|---|-------------------------|
| 1300001247 | <b>Document Phase</b><br>Final | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page 9<br/>of 19</b> |
|------------|--------------------------------|---|-------------------------|

## MA 1

### Section 1—Specifications - Commodity

The purpose of this Solicitation (RFB) is to receive firm bids from which the Transportation Cabinet, Division of Purchases, can award a Master Agreement (Price Contract) to the successful bidder for chain saws, weed trimmers, leaf blowers, cut off saws and protective gear.

Quantities listed for chain saws, weed trimmers, leaf blowers, cut off saws and protective gear are estimates only. The actual usage will be determined by the needs of the Department.

#### 1.00—Specifications of Commodity and/or Service Requirements

See extended description on the commodity lines.

##### 1.01— MATERIAL SPECIFICATIONS AND WARRANTY

All equipment provided in this Master Agreement will be new and will be current models of each unit. No reconditioned or used units will be accepted. The manufacturer's "Most Favorable Warranty" offered to Preferred Customers will apply to all items. The minimum warranty for all chain saw units will be ninety (90) days, full service (parts and labor). The minimum warranty for all weed trimmer and leaf blower units will be one (1) year, full service (parts and labor). The warranty for all specified units will begin upon the date of delivery of the unit to the designated delivery destination. The Vendor will provide a copy of the warranty to the Department at the time of delivery.

**All equipment must be fully assembled, serviced, registered for warranty, and checked for full operational capabilities prior to being delivered. The Vendor must present at least twelve chain saw safety training classes taught by a factory authorized instructor per year at locations and times determined by the Department at no cost to the Department. There must be a factory authorized servicing dealer within thirty (30) miles of each of the Department's maintenance facilities. The Vendor must provide the Department with a list of the aforementioned dealers with the bid.**

### Section 2—Terms and Conditions of the Master Agreement

#### 2.00—Scope of the Contract

The KYTC Division of Purchases issues this Master Agreement for: Outdoor Power Equipment

##### 2.01—Contract Components and Order of Precedence

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

|            |                                |   |                         |
|------------|--------------------------------|---|-------------------------|
| 1300001247 | <b>Document Phase</b><br>Final | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page</b><br>10 of 19 |
|------------|--------------------------------|---|-------------------------|

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

#### **2.02—Initial Contract Period**

The Master Agreement will be for the initial period of upon award and expires June 30, 2014.

#### **2.03—Optional Renewal Period**

This Master Agreement may be extended at the completion of the initial contract period for three (3) additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

#### **2.04—Divisions/Agencies to Be Served**

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

Division of Maintenance Districts 1 - 12

No shipments or services are authorized until an official Delivery Order has been fully processed by an authorized agency.

#### **2.05—Quantity Basis of Contract**

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

|                   |                                       |   |                                |
|-------------------|---------------------------------------|---|--------------------------------|
| <b>1300001247</b> | <b>Document Phase</b><br><b>Final</b> | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page</b><br><b>11 of 19</b> |
|-------------------|---------------------------------------|---|--------------------------------|

## 2.06—Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to acquire large requirements through other competitive processes.

## 2.07—Basis of Price Revisions

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

- A. **Price Increases:** A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.
- B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.
- C. **Extended Contract Periods:** If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

## 2.08—Addition or Deletion of Items or Services

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

## 2.09—Changes and Modifications to the Contract

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the KYTC Division of Purchases. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the KYTC Division of Purchases for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

|                   |                                       |   |                                |
|-------------------|---------------------------------------|---|--------------------------------|
| <b>1300001247</b> | <b>Document Phase</b><br><b>Final</b> | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page</b><br><b>12 of 19</b> |
|-------------------|---------------------------------------|---|--------------------------------|

## **2.10—Equipment**

All equipment must be new and current model(s). The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

## **2.11—Basis of Shipment**

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

## **2.12—Notices**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

Wheeler Nevels or T J Gilpin  
Division of Maintenance  
Kentucky Transportation Cabinet  
Phone: 502-564-4556  
E-mail: [Wheeler.Nevels@ky.gov](mailto:Wheeler.Nevels@ky.gov) or [Thomas.Gilpin@ky.gov](mailto:Thomas.Gilpin@ky.gov)

With copy to:

Linda Shinn  
Division of Purchases  
Kentucky Transportation Cabinet  
Phone: 502-564-4630  
E-mail: [Linda.Shinn@ky.gov](mailto:Linda.Shinn@ky.gov)

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

## **2.13—Deliveries**

Vendor guarantees delivery of all requested items within **2** calendar days after receipt of order.

The vendor agrees that when delivery is not made within the contracted due date that one percent (1%)

|                   |                                       |   |                                |
|-------------------|---------------------------------------|---|--------------------------------|
| <b>1300001247</b> | <b>Document Phase</b><br><b>Final</b> | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page</b><br><b>13 of 19</b> |
|-------------------|---------------------------------------|---|--------------------------------|

per day will be deducted from the vendor's invoice for each day the vendor fails to meet the contracted delivery date.

## **2.14—Inspection**

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

## **2.15—Invoices**

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- a. Contract and order number;
- b. Item numbers;
- c. Description of supplies or services;
- d. Sizes;
- e. Quantities
- f. Unit prices; and
- g. Extended totals.

## **2.16—Payments**

The Department will pay for the materials delivered and accepted at the Vendor's unit bid price upon receipt of proper invoices. The Department will not make payment for partial deliveries.

A bill shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days. As an incentive for earlier payment, bidders for state contracts are encouraged to offer discounts for payments made in less than the prescribed 30 days.

## **2.17—Post Contract Agreements**

|                   |                                       |   |                                |
|-------------------|---------------------------------------|---|--------------------------------|
| <b>1300001247</b> | <b>Document Phase</b><br><b>Final</b> | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page</b><br><b>14 of 19</b> |
|-------------------|---------------------------------------|---|--------------------------------|

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

## **2.18—Service Performance**

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

## **2.19—Assignment**

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

## **2.20—Termination of Contracts**

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

## **2.21— Endorsements**

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

## **2.22— Registration with the Secretary of State by a Foreign Entity**

|            |                                |  |                                |
|------------|--------------------------------|--|--------------------------------|
| 1300001247 | <b>Document Phase</b><br>Final | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws, Weed Trimmers etc) | <b>Page</b><br><b>15 of 19</b> |
|------------|--------------------------------|--|--------------------------------|

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

## 2.23-EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

1. Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.
2. Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.
3. Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following address:  
<http://finance.ky.gov/SERVICES/FORMS/Pages/default.aspx>
4. Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance. (Note: contracts below the second tier are exempt from EEO reporting.)
5. Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.

|                   |                                       |   |                                |
|-------------------|---------------------------------------|---|--------------------------------|
| <b>1300001247</b> | <b>Document Phase</b><br><b>Final</b> | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page</b><br><b>16 of 19</b> |
|-------------------|---------------------------------------|---|--------------------------------|

6. Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.
7. All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: [Finance.ContractCompliance@ky.gov](mailto:Finance.ContractCompliance@ky.gov) or via telephone: (502) 564-2874.

## **2.24—Prevailing Wage**

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

## **2.25—Kentucky Sales and Use Taxes**

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

## **2.26—Extension Period**

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

## **2.27—Extending Master Agreement To Other Agencies**

The Division of Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).

## **2.28—Access to Records**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other



|                   |                                       |   |                                |
|-------------------|---------------------------------------|---|--------------------------------|
| <b>1300001247</b> | <b>Document Phase</b><br><b>Final</b> | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page</b><br><b>17 of 19</b> |
|-------------------|---------------------------------------|---|--------------------------------|

evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

|            |                                       |   |                                |
|------------|---------------------------------------|---|--------------------------------|
| 1300001247 | <b>Document Phase</b><br><b>Final</b> | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page</b><br><b>18 of 19</b> |
|------------|---------------------------------------|---|--------------------------------|

**SECRETARY'S ORDER 11-004**

**FINANCE AND ADMINISTRATION CABINET**

**Vendor Document Disclosure**

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

**WHEREAS**, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

**NOW, THEREFORE**, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.
- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

|                   |                                       |   |  |
|-------------------|---------------------------------------|---|--|
| <b>1300001247</b> | <b>Document Phase</b><br><b>Final</b> | <b>Document Description</b><br>Outdoor Power Equipment (Chain saws,<br>Weed Trimmers etc) | <b>Page</b><br><b>19 of</b><br><b>19</b> |
|-------------------|---------------------------------------|---|--|

- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.